

May 1, 2008

Burnet R. Maybank, III
Member
Admitted in SC

VIA ELECTRONIC FILING
AND REGULAR MAIL

Public Service Commission
Docketing Department
P.O. Drawer 11649
101 Executive Center Drive
Columbia, South Carolina 29211

**Re: Agreement between Bell South Telecommunications, Incorporated d/b/a
AT&T South Carolina, Alltel Communications, Incorporated and Alltel
Holding Corporate Services Incorporated**

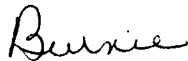
Alltel Response in Opposition- Docket Number 2000-130-C

Dear Ladies and Gentlemen:

In connection with the above-referenced matter, enclosed for filing please find Alltel Response in Opposition to AT&T's Motion for Order Acknowledging Withdrawal of Amendment to Interconnection Agreement ("Alltel Response in Opposition"), with Exhibit "1" Affidavit of Charles Cleary with Exhibits 1, 2, 3 & 4 mentioned therein. Also enclosed please find a docket cover sheet.

By copy of this letter, I am serving all parties of record with a copy of this Alltel Response in Opposition as indicated on the attached Certificate of Service.

Very truly yours,



Burnet R. Maybank, III
Enclosures
BRM/sjn

cc: Nanette S. Edwards, Esq.
All Parties of Record

1230 Main Street
Suite 700 (29201)
PO Drawer 2426
Columbia, SC 29202
www.nexsenpruet.com

T 803.540.2048
F 803.253.8277
E BMaybank@nexsenpruet.com
Nexsen Pruet, LLC
Attorneys and Counselors at Law

Docket Number 2000-130-C

**Agreement between Bell South Telecommunications, Incorporated d/b/a AT&T
South Carolina, Alltel Communications, Incorporated and
Alltel Holding Corporate Services Incorporated**

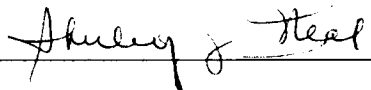
**Alltel Response in Opposition to AT&T's Motion
For Order Acknowledging Withdrawal of
Amendment for Interconnection Agreement**

CERTIFICATE OF SERVICE

I, Shirley J. Neal, hereby certify that on this 1st day of May, 2008, a copy of **Alltel Response in Opposition** (referenced above) was placed in the United States mail, via first class, postage prepaid to:

Florence P. Belser, Esq.
Office of Regulatory
Post Office Box 11263
Columbia, SC 29211
Email: fbelser@regstaff.sc.gov

Patrick W. Turner, Esq.
BellSouth Telecommunications, Inc. d/b/a
AT&T South Carolina d/b/a AT&T Southeast
P.O. Box 752
Columbia, SC, 29202
Email: pt1285@att.com



STATE OF SOUTH CAROLINA

(Caption of Case)

Agreement between Bell South Telecommunications,
Incorporated d/b/a AT&T South Carolina, Alltel
Communications, Incorporated and Alltel Holding
Corporate Services Incorporated

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET
NUMBER: 2000 - 130 - C

(Please type or print)

Submitted by: Burnett R. Maybank III

SC Bar Number: 3699

Telephone: 803-771-8900

Fax: 803-253-8277

Other: _____

Address: Nexsen Pruet, LLC

1230 Main Street, Suite 700

Columbia, SC 29201

Email: bmaybank@nexsenpruet.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition

☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other: _____

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input checked="" type="checkbox"/> Letter	<input type="checkbox"/> Request
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter
<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input checked="" type="checkbox"/> Response
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition
<input checked="" type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input checked="" type="checkbox"/> Other: <u>Cover Sheet</u>
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest	
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit	
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report	

Print Form

Reset Form

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

AGREEMENT BETWEEN)	
BELLSOUTH)	
TELECOMMUNICATIONS,)	
INCORPORATED D/B/A AT&T SOUTH)	
CAROLINA, ALLTEL)	Docket No. 2000-130-C
COMMUNICATIONS,)	
INCORPORATED AND ALLTEL)	
HOLDING CORPORATE SERVICES)	
INCORPORATED)	

**ALLTEL RESPONSE IN OPPOSITION TO AT&T'S MOTION
FOR ORDER ACKNOWLEDGING WITHDRAWAL OF AMENDMENT
TO INTERCONNECTION AGREEMENT**

COMES NOW Alltel Communications, LLC ("Alltel") and submits its response in opposition to Bell South Telecommunications, Inc. d/b/a AT&T South Carolina ("AT&T") Emergency Motion for Order Acknowledging Withdrawal of Amendment to Interconnection Agreement. (the "Motion"). Alltel objects to withdrawal as requested by AT&T and ask the Commission to approve the agreement amendment as filed. AT&T's allegations are wrong for several reasons: (1) AT&T, as part of its merger transaction with BellSouth, voluntarily committed to extending existing interconnection agreements for a period of three (3) years and cannot now simply ignore its clear commitment; and (2) there is no legitimate basis for AT&T to reject or otherwise terminate the parties' existing interconnection agreement and thus avoiding the current Amendment; and (3) the AT&T claim that it was not aware that Alltel lacked CLEC certification is incorrect and irrelevant..

DISCUSSION

I. AT&T is Obligated Under its Merger Conditions to Allow the Amendment Extending the Parties' Interconnection Agreement for a Period of Three Years.

AT&T's Motion is predicated on the notion that it would have not signed the Amendment and submitted it to the Commission if it would have known Alltel was no longer certified to provide CLEC operations in South Carolina. This argument assumes AT&T had a choice in agreeing to and entering into the Amendment to extend the parties' interconnection agreement for three (3) years – it did not.¹ The proposed Amendment extending the interconnection agreement for a period of three years is a direct result of AT&T's acceptance of certain merger conditions in its merger transaction with BellSouth. The fact that Alltel is no longer certified to provide CLEC services throughout South Carolina does not invalidate the interconnection agreement nor does it allow AT&T to avoid its merger commitment.

In March 2006, AT&T merged with BellSouth and as part of the merger approval process with the FCC and Department of Justice, AT&T made several commitments regarding its business practices in the future. Specifically, in order to reduce the transaction costs associated with interconnection agreements, AT&T is specifically required to:

permit a requesting telecommunications carrier to extend its current interconnection agreement, regardless of whether its initial term has expired, for a period of up to three years, subject to amendment to reflect prior or future changes of law. During this period, the interconnection agreement may be terminated only via the carrier's request unless terminated pursuant to the agreement's default provisions

¹ This argument also assumes AT&T did not know Alltel was no longer certified as a CLEC in South Carolina when it executed the Amendment – an argument Alltel disputes as discussed in Section II below.

In re AT&T, Inc. and BellSouth Corp. Application for Transfer of Control, 22 FCC Rcd 5662, ¶ 22, Appendix F at 5809 (2007). (“Merger Commitment 7.4)

On July 23, 2007, Alltel sent AT&T an Interconnection Extension Request pursuant to the obligations imposed on AT&T under Merger Commitment 7.4. (See Exhibit 1 to the attached Affidavit of Charles Cleary). Alltel’s extension request was made on the standard form developed by AT&T as a result of Merger Commitment 7.4. Thereafter, the parties executed the subject Amendment extending the parties’ interconnection agreement for a period of 3 years. AT&T now seeks to ignore its merger commitment and withdraw the Amendment.

AT&T’s argument that it simply would not have executed the Amendment is directly contradicted by its previous unambiguous and specific commitment to “permit a requesting telecommunication carrier to extend its interconnection agreement”. At the time of Alltel’s extension request the parties were properly operating under the terms of the interconnection agreement and Alltel simply sought to extend the relationship. AT&T has no choice but to allow the Amendment. AT&T’s position that it can avail itself of arbitration rather than the extension Amendment ignores and completely eviscerates its previously imposed merger condition to permit the extension of existing agreements (Merger Commitment 7.4) in order to reduce the transaction costs associated with interconnection agreements.

II. AT&T has no Legitimate Basis to Reject or Terminate the Parties Current Interconnection Agreement or Terminate the Amendment.

AT&T claims that because Alltel is no longer a CLEC it is not entitled to continue operating under the same terms and conditions as set out in the original interconnection agreement and claims that it did not know the facts related to Alltel ceasing CLEC

operations and surrendering CLEC certification when it entered into the Amendment. Again, AT&T is wrong for several reasons. The loss of CLEC status by Alltel does not provide AT&T an opportunity to terminate the Interconnection Agreement or the Amendment. Prior to executing the Amendment AT&T acknowledged that Alltel's former CLEC operations had been transferred to Windstream effective July 2006, that Alltel was not conducting CLEC operations and knew or should have known that Alltel surrendered all CLEC certifications in 2006 at or prior to the time AT&T executed the Amendment. AT&T waived any requirements associated with CLEC operations or certifications.

It is undisputed that at the time of originally entering into the interconnection agreement Alltel conducted operations as both a CMRS (wireless) provider and CLEC. . The interconnection agreement, however, does not condition the continued validity and existence of the agreement on the continued operations as both a CMRS and CLEC provider. Alltel's subsequent decision to cease its CLEC operations and transfer its CLEC certifications is not a default under the interconnection agreement nor does it provide a legitimate basis to terminate the agreement and thus invalidate the Amendment.

Simply put under the terms of the interconnection agreement, the lack of continued CLEC certification by Alltel does not terminate or otherwise affect the continued validity of the agreement. There is no dispute among the parties that despite the fact that Alltel transferred its CLEC certifications in July 2006 the parties' continued to operate under the terms and conditions of the interconnection agreement without incident. In fact, under the Act and FCC rules, Alltel would be allowed to simply opt-in to the same type of interconnection agreement despite the lack of CLEC status. Specifically, 47

U.S.C. § 252(i) and 47 C.F.R. § 51.809(a) provide carriers like Alltel the ability to opt-in to established interconnection agreements and incumbent carriers like AT&T are prohibited from discriminating in favor of one particular carrier.

AT&T attempts to rely on the standard notice requirements in section 9.2 of the interconnection agreement as a means to argue that if notice was properly provided it would not have executed the Amendment. Again, this argument assumed it had a choice to permit the Amendment – which it did not under Merger Commitment 7.4. It also assumes Alltel was actually required to give such notice – which it was not. Section 9.2 requires notice in the event of a name change or change to corporate structure. At the time the Amendment was executed Alltel did neither, therefore notice was not required.² In ceasing CLEC operations Alltel simply transferred all its CLEC-related assets to what is now known as Windstream – there was no corporate structure change by Alltel. Alltel Communications, the party to the interconnection agreement, remained intact as a Delaware corporation. Furthermore, section 9.2, if applicable merely required notice but did not provide termination rights in the event of any such notice given regarding name change or structure. If notice was not provided expressly under this section, failure to do so is without remedy and certainly without harm. However, as discussed below, AT&T had very substantial notice and involvement in the transfer of CLEC assets and operations to Windstream.

AT&T's contention that it was unaware that Alltel lacked CLEC certification or operations at the time it executed the agreement is without any basis. In late 2005 through mid 2006, Windstream Communications, and Alltel in some cases, filed

² AT&T's argument that Windstream changed its name from AHCSI is irrelevant due to that fact that AHCSI, the party that underwent a name change to Windstream, is not a party to the interconnection agreement, Alltel Communications is.

applications, notices or tariff changes in North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi and the FCC, among many other agencies, that asked permission or disclosed the transfer of the Alltel CLEC operations to Windstream Communications. AT&T was well aware of these applications and this transfer. If AT&T had a legitimate basis for default or termination of the Interconnection Agreement (which it did not under the terms agreement) it should have claimed default at that time. It did not.

It cannot legitimately claim that it did not have knowledge. In fact, in that time frame, AT&T was very involved in various aspects of the CLEC operations transfer to Windstream. Because Alltel as a CLEC had numerous relationships with AT&T in several states, including North Carolina, South Carolina, Georgia, Florida, Alabama, and Mississippi, it was necessary for Alltel, Windstream and AT&T to negotiate, coordinate and communicate substantially to change billing and names on, among others, accounts for collocations and private line circuits that enabled Alltel and now Windstream to carry out CLEC operations in AT&T service areas.

In South Carolina, its claim of lack of knowledge is even more suspect. As AT&T acknowledged, the application to this Commission by Windstream expressly disclosed that Alltel's CLEC operations and certificate were being transferred to Windstream. Alltel retained nothing related to CLEC and AT&T has known this since long prior to executing the Amendment. The South Carolina Commission Order transferring CLEC from Alltel to Windstream is dated March 28, 2006 – seventeen months prior to execution of Amendment and it expressly describes this transfer to Windstream. The Order is public information and certainly AT&T was aware of the application and its

outcome in South Carolina prior to the date of the Amendment. As the Commission is very aware, AT&T actively monitors proceedings at the Commission and can not in good faith claim that its organization did not know that the Alltel CLEC operations were transferred to Windstream.

Even an argument that AT&T in South Carolina did not tell AT&T corporate office in Atlanta fails and would not be a legitimate excuse. It can not hide an internal failure to communicate. However, the argument also fails factually because AT&T's own witness in this matter, Randy Ham, knew prior to the execution of the Amendment that Alltel had transferred its CLEC operations. On April 24, 2007, four months prior to AT&T's execution of the Amendment, AT&T witness Randy Ham sent an email to Alltel representative Charles Clearly acknowledging the fact that Alltel had transferred its CLEC operations to Windstream. Specifically, Mr. Ham stated that it was "AT&T Southeast's understanding that ALLTEL transferred all or most of its CLEC customers to Windstream..." (See Exhibit 1 to the attached Affidavit of Charles Cleary). As a result, AT&T clearly knew that Alltel had ceased CLEC operations and the presence of CLEC certifications was irrelevant to the ongoing agreement. While in that same time frame and subsequently, Alltel was also surrendering its CLEC certifications, the presence of the certifications were irrelevant to Mr. Ham then and now seem relevant to them only after they determined they want to now try to rescind the Amendment.

Furthermore, in an about face to the AT&T position that Alltel no longer qualified for the Amendment due to ceasing CLEC operations, one month prior to execution of the Amendment, AT&T waived that requirement. Subsequent to the above described email from Mr. Ham, AT&T sent a letter to Alltel accepting the extension of the

interconnection agreement pursuant to Merger Commitment 7.4. AT&T requested that Alltel provide it any CLEC certifications prior to its execution of the Amendment. Alltel provided no such certifications to AT&T as it had already transferred such to Windstream in South Carolina and was surrendering others elsewhere. (See attached Affidavit of Charles Cleary). Despite the fact that Alltel did not provide and did not have CLEC certifications, AT&T thereafter executed the Amendment. In short, AT&T knew very well that all Alltel CLEC customers and operations had been transferred to Windstream effective July 2006 and knew very well that Alltel had not provided it any evidence of continued CLEC certification, as it could not. However, armed with all this knowledge AT&T executed the Amendment. AT&T clearly waived any condition or requirement related to such and cannot now walk away from the Amendment that it entered into knowing the facts related to Alltel ceasing its CLEC operations and surrendering any CLEC certifications, particularly in South Carolina.

CONCLUSION

For all the above-stated reasons, Alltel respectfully requests that the Commission approve the Amendment to the parties' interconnection agreement as filed.

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

AGREEMENT BETWEEN)	
BELLSOUTH)	
TELECOMMUNICATIONS,)	
INCORPORATED D/B/A AT&T SOUTH)	
CAROLINA, ALLTEL)	Docket No. 2000-130-C
COMMUNICATIONS,)	
INCORPORATED AND ALLTEL)	
HOLDING CORPORATE SERVICES)	
INCORPORATED)	

AFFIDAVIT OF CHARLES CLEARY

STATE OF ARAKANSAS)
) ss.:
COUNTY OF PULASKI)

I, Charles Cleary, being duly sworn, depose and state that the following information is true and correct to the best of my knowledge, information, and belief:

1. The statements contained in this Affidavit are based upon my own personal knowledge.
2. I am currently the Staff Manager for Wireless Interconnection for Alltel Communications, LLC.
3. I have personally been involved in negotiations with AT&T regarding the parties' interconnection agreement and Alltel's request to extend the parties' interconnection agreement pursuant to AT&T's Merger Commitment 7.4 and the execution of the Amendment that extends the interconnection agreement.
4. On April 24, 2007, I received an email correspondence from AT&T witness Randy Ham in which he acknowledged and discussed the fact that Alltel "had transferred all or most of its CLEC customers to Windstream."

5. Attached hereto as Exhibit 1 is a true and correct copy of the April 24, 2007 email correspondence from AT&T witness Randy Ham.
6. On July 23, 2007, I sent to AT&T a formal request to extend the parties' current interconnection agreement for a period of 3 years pursuant to AT&T's Merger Commitment 7.4.
7. Attached hereto as Exhibit 2 is a true and correct copy of Alltel's Interconnection Agreement Extension Request, on AT&T's standard form.
8. On August 17, 2007, in response to Alltel's extension request, I received a letter from AT&T acknowledging and accepting Alltel's extension request pursuant to AT&T's Merger Commitment 7.4. Within that correspondence AT&T stated that "Alltel must furnish proof of its CLEC certification in all states requested." I did not furnish any such CLEC certification to AT&T nor did I represent in any way that Alltel had ongoing CLEC operations within South Carolina at that time. At that time, Alltel no longer had a CLEC certification for the State of South Carolina and had either terminated or was terminating all others,
9. Attached hereto as Exhibit 3 is a true and correct copy of the AT&T correspondence dated August 17, 2007.
10. On September 16, 2007 I received an email correspondence from AT&T witness Randy Ham that attached the Amendment executed by AT&T. At no time prior to receiving the executed Amendment did I provide AT&T a CLEC certification for the State of South Carolina as previously requested by AT&T.
11. Attached hereto as Exhibit 4 is a copy of the September 16, 2007 email and attached executed Amendment.

FURTHER AFFIANT SAYETH NOT.

Charles Cleary
Charles Cleary

Subscribed and sworn to before me
this 1st day of May, 2008.

Rebecca Butler
Notary Public

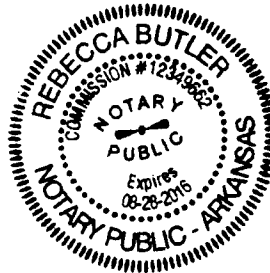


EXHIBIT "1"

Simpson, Sean

From: Ham, Randy [Randy.Ham@bellsouth.com]
Sent: Tuesday, April 24, 2007 3:19 PM
To: Cleary, Chuck
Cc: Soto, G James (Attswbt); Kelley, Benton E (Attops); Bailey, Dwight
Subject: Interconnection Agreement Negotiations

Chuck,

Concerning our recent correspondence and discussions regarding AT&T Southeast's request to renegotiate the interconnection agreement between ALLTEL Communications, Inc. (ALLTEL) and AT&T Southeast which expires August 29th 2007, it is AT&T Southeast's understanding that ALLTEL transferred all or most of its CLEC customers to WindStream which has subsequently negotiated its own interconnection agreement with AT&T Southeast. From discussions in 2006 with ALLTEL it is our understanding that ALLTEL has retained some CLEC licenses in the AT&T Southeast region, however, it is also our understanding that ALLTEL no longer has a similar number of subscribers in the AT&T Southeast region as it had when the current combined CLEC/CMRS interconnection agreement was negotiated.

As a result, AT&T Southeast does not feel that a combined CLEC/CMRS agreement is appropriate and requests that separate CLEC and CMRS interconnection agreements be negotiated.

To that end, I will be handling the negotiations for the CMRS interconnection agreement and James Soto at 214-858-0716 (email address gs4508@att.com) will be handling the CLEC negotiations. Please contact me if you have any questions.

Randy Ham
AT&T Wholesale
205-321-7795

"This e-mail and any files transmitted with it are the property of AT&T, are confidential, and are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender at 205.321.7795 and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited."

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers.
GA623

4/28/2008

EXHIBIT "2"

TO: **Contract Management**
311 S Akard
Four AT&T Plaza, 9th floor
Dallas, TX 75202
Fax: 1-800-404-4548

July 23, 2007

RE: **Interconnection Agreement Extension Request**

Director – Contract Management:

Pursuant to Merger Commitment 7.4 under "Reducing Transaction Costs Associated with Interconnection Agreements," effective December 29, 2006, associated with the merger of AT&T Inc. and BellSouth Corp. ("ICA Merger Commitment 7.4"), Alltel Communications, Inc. ("Carrier") desires to extend the term of its Interconnection Agreement in the state of South Carolina for three (3) years from the original expiration date of the agreement and, by this notice, requests AT&T's template amendment to accomplish that extension. Carrier understands that pursuant to ICA Merger Commitment 7.4, extension of the Interconnection Agreement is also subject to amendment to reflect prior changes of law.

Current notices contact information is as follows. This contact information is a change from information currently listed in the parties' Interconnection Agreement.

	CARRIER NOTICE CONTACT INFO*
NOTICE CONTACT NAME	Chuck Cleary
NOTICE CONTACT TITLE	Staff Manager – Wireless Interconnection
STREET ADDRESS	1 Allied Drive
ROOM OR SUITE	1269-B1-F03-C
CITY, STATE, ZIP CODE	Little Rock, Arkansas 72202
E-MAIL ADDRESS	chuck.cleary@alltel.com
TELEPHONE NUMBER	501-905-8000
FACSIMILE NUMBER	501-905-6307
STATE OF INCORPORATION	Delaware
TYPE OF ENTITY (corporation, limited liability company, etc.)	Corporation

Form completed and submitted by: Chuck Cleary

Contact number: 501-905-4527

*** All requested contact information is required. Be aware that the failure to provide accurate and complete information may result in return of this form to you and a delay in processing your request.**

Eddie A. Reed, Jr.
Director-Contract Management
AT&T Wholesale Customer Care

AT&T Inc.
311 S. Akard, Room 940.01
Dallas, TX 75202
Fax 214 464-2006



EXHIBIT "3"

August 17, 2007

Chuck Cleary
Staff Manager – Wireless Interconnection
Alltel Communications, Inc.
One Allied Drive
Room 1269-B1-F03-C
Little Rock, AR 72202

Re: Alltel Communications, Inc.'s Requests to Port Interconnection Agreement

Dear Mr. Cleary:

Your letters dated July 23, 2007 and August 15, 2007, respectively, on behalf of Alltel Communications, Inc. ("Alltel"), in compliance with our mutual good faith obligations under the Telecommunications Act of 1996 were e-mailed after 5:00pm on August 15, 2007 and received on August 16, 2007. The aforementioned letters state that Alltel desires extend the term of its Interconnection Agreement in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee for three (3) years from the original expiration date of the Agreement, pursuant to ICA Merger Commitment 7.4, and to port said Interconnection Agreement to the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin, pursuant to ICA Merger Commitment 7.1, under "Reducing Transaction Costs Associated with Interconnection Agreements," effective December 29, 2006, associated with the merger of AT&T Inc. and BellSouth Corp.

To facilitate any upcoming discussions, I have signed and enclosed for your consideration two copies of our Mutual Confidentiality and Nondisclosure Agreement, which covers those items that are subject to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act"). Please sign both documents and return one original to me.

For AT&T's records, Alltel must furnish proof of its certification as a CLEC for all states requested. Additionally, AT&T requires a copy of Alltel's registration with each Secretary of State's office showing its type of entity and company name. **NAME ON STATE CERTIFICATION AND NAME REGISTERED WITH SECRETARY OF STATE MUST MATCH EXACTLY** in order for AT&T to execute the Agreement. If they do not match, Alltel must change one or the other so that they are exactly the same for AT&T to sign the Agreement. Documentation may be faxed to Karla Minnick at 1-800-404-4548.

Again, be advised that proof of certification and a copy of Alltel's registration with the Secretary of State's office must be submitted and must match exactly before AT&T can execute the Agreement.

In addition, Alltel must provide documentation from Telcordia of its IAC (Interexchange Access Customer) (aka ACNA) Code and documentation from NECA of its Operating Company Number(s) (OCN), which may be faxed to the number listed above.

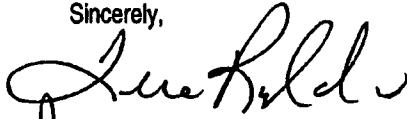
Randy Ham will continue to be the AT&T Wireless Lead Negotiator assigned to Alltel Communications, Inc. for the 9-state region. He can be reached at (205) 321-7795. Kay Lyon will continue to be the AT&T Wireless Lead Negotiator for the 13-state region. She may be contacted at (214) 858-0728. James Soto will continue to be the AT&T CLEC Lead Negotiator and can be reached at (214) 858-0716. Please direct any questions or concerns you may have to either Randy, Kay or James.

The signature-ready amendment to extend the term of Alltel's ICA for three (3) years from the original expiration date will be forwarded to you under separate cover via electronic mail.

With regard to Alltel's request to port its North Carolina Interconnection Agreement to the 13-state region, AT&T is currently reviewing the requested Agreement for current law, technical feasibility, pricing, etc., and will respond with its findings upon conclusion of such. However, AT&T asks that Alltel notice its current approved Agreements in the 13-state region for termination according to the terms of said contracts.

Thank you for your patience.

Sincerely,

A handwritten signature in cursive script, appearing to read "Eddie Reed", written in dark ink.

Eddie A. Reed, Jr.

Enclosures

EXHIBIT "4"

Simpson, Sean

From: Ham, Randy [rh8556@att.com]
Sent: Wednesday, September 19, 2007 9:31 AM
To: Cleary, Chuck
Subject: Extension Amendment
Attachments: Alltel Amendment_Extend Term 9_18_07.doc

Chuck,

I have prepared the attached amendment to our interconnection agreement to extend the term 3 years, please look it over and if you are in agreement send 2 executed copies to me at:

Randy Ham
Assistant Director - Wireless
600 North 19th Street, 8th Floor
Birmingham, AL 35203

I'll have the documents executed by AT&T and we will handle filing with the state commissions.

Thanks,
Randy
<<Alltel Amendment_Extend Term 9_18_07.doc>>

Randy Ham
AT&T Wholesale
205-321-7795

"This e-mail and any files transmitted with it are the property of AT&T, are confidential, and are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender at 205.321.7795 and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited."

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers.
GA625

4/28/2008